

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400369

PRINT DATE: 03/21/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1550551865
L H JONES EQUIPMENT COMPANY
1825 EARL CORE RD

MORGANTOWN, WV 26505
(888) 292-1305

REFER QUESTIONS TO:

WALTER JOHNSON
(410) 767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB: 001IT818614

EXPR DATE: 12/31/14
POST DATE: 01/03/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (888) 292-1305

* S T A T E W I D E C O N T R A C T *
* ===== *
* D I C K E Y J O H N *
* AUTOMATIC SPREADER* *
* CONTROL SYSTEM *
* *

SCOPE OF CONTRACT: TO PROVIDE USING AGENCIES COMPLETE SPREADER CONTROL UNITS AND O.E.M REPAIR PARTS. FOR THE PERIOD SPECIFIED.

CONTRACT PERIOD: DATE OF AWARD THRU DECEMBER 31, 2014. (2 YEARS). THE CONTRACT MAY BE EXTEND FOR ONE (1) ADDITIONAL YEAR WITH TERMS, CONDITIONS REMAINING THE SAME.

ORDERING: THE CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND AND USING AGENCIES TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. ORDERS "AS-REQUIRED" WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS.

PRICE ADJUSTMENT CLAUSE: THIS CONTRACT IS TO BE A FIRM DISCOUNT

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PRINT DATE: 03/21/12

PAGE: 02

TERMS (cont'd):

PRICING FROM THE CURRENT MSRP LIST IN EFFECT AT THE TIME OF THE BID.
UPDATING OF MSRP LIST MAY TAKE PLACE ANNUALLY ON THE DATE OF AWARD.

SHIPPING/DELIVERY: VENDOR TO FACTOR F.O.B. DESTINATION FREIGHT
PREPAID AND ALLOWED TO ANY POINT WITHIN THE STATE OF MARYLAND.
DELIVERIES ARE TO BE MADE EXPEDIOUSLY AS POSSIBLE, BUT NOT LATER THAN
TEN (10) WORKING DAYS UPON RECEIPT OF ORDER.

OPEN MARKET CLAUSE: IF CONTRACTOR FAILS TO MEET THE REQUIRED DLIVERY
TIME, THE STATE RESERVES THE RIGHT TO PURCHASE THE ITEM(S) ON THE
OPEN MARKET AND CHARGE THE DIFFERENCE TO THE CONTRACTOR BETWEEN THE
CONTRACT PRICE AND THE PURCHASE PRICE.

PURCHASING CARD: THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE
PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASE
NOT TO EXCEEDING \$5,000.00.

TAXES: SEE TERMS SECTION ON FRONT OF PURCHASE ORDER.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY
THIS ORDER TO CONFORM TO THE SPECIFICATIONS. THE SELLER GUARANTEE TO
BE RESPONSIBLE FOR ALL ASPECTS OF WARRANTY COVERAGE. SELLER GUARANTEE
PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY
THE MANUFACTURER. GOODS SHALL CARRY MANUFACTURER STATED WARRANTY

QUALITY: THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE
VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS,
STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF
SUBMISSION AND THE INSTRUCTION PROVIDED HEREIN.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF
MARYLAND, EXCEPT AS PROVIDED IN THE (B) THE FOLLOWING ENTITIES MAY
PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I). RECEIVES STATE MONEY; AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF
THE INTERNAL REVENUE CODE;
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM
THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE
ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF
THE INTERNAL REVENUE CODE; OR

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

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PRINT DATE: 03/21/12

PAGE: 03

TERMS (cont'd):

6. A NON PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
- B. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIAL UNDER THIS CONTRACT.
- C. THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- D. ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

USAGE REPORT: A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY ANNUALLY DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM, THE DOLLAR PURCHASED OF EACH ITEM, AGENCY NAME AND THE GRAND TOTAL OF DOLLARS SPENT. REPORT MUST BE FILED WITHIN TEN (10) DAYS AT THE END OF THE EACH REPORTING PERIOD.

AWARD: THIS PROCUREMENT IS BEING CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WILL BE MADE TO THE RESPONSIVE AND RESPONSIBLE BIDDER THAT PROVIDES THE HIGHEST DISCOUNT PER LINE ITEM.

SPECIAL NOTE: VENDOR MUST PROVIDE A WEBSITE THAT AGENCY CAN LOG ON TO OR A CD-ROM WITH THE MSRP LIST OR A HARD COPY PRICE LIST THAT AGENCY CAN VERIFY PRICING FOR AUDITING PURPOSES AND BILLING VERIFICATION AT AGENCY REQUEST.

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PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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AUTOMATIC SPREADER CONTROL SYSTEM WITH PRE-WET/GRANULAR CAPABILITIES "ONLY". (APPROVED MANUFACTURER COMPONENT TECHNOLOGY DICKEY JOHN) COMPLETE UNIT

PERCENTAGE DISCOUNT (25.2%) FROM MSRP LIST.

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AUTOMATIC SPREADER CONTROL SYSTEM WITH GRANULAR CAPABILITIES "ONLY" (APPROVED MANUFACTURER COMPONENT TECHNOLOGY DICKEY JOHN). COMPLETE UNIT

PERCENTAGE DISCOUNT (25.2%) FROM MSRP LIST.

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE VENDOR FEDERAL TAX IDENTIFICATION NUMBER: 55-0551865

STATE PHONE NUMBER FOR PLACING ORDER: (888) 292-1305

STATE VENDOR CONTACT PERSON: LEONARD H. HANCOCK JR

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE